

**Terms of use Internet page**  
**<https://www.4trumpfmedical.com/info-system>**  
**Online Info System**

**Preliminary remark**

In the interests of quick and comprehensive access to product and service-related information about our entire range of products, Trumpf Medizin Systeme GmbH + Co. KG („Trumpf Medical“) has set up a new Internet page under the address **<https://www.4trumpfmedical.com/info-system>** which is available to selected sales and service partners as users, and is therefore only accessible with the use of an individual access code (password).

**§ 1**  
**Object**

- (1) Under this Terms of use, Trumpf Medical shall allow the user the opportunity to access, by means of automated, technical equipment using the <https://> protocol with a computer, the Internet page **<https://www.4trumpfmedical.com/info-system>** from Trumpf Medical, hereinafter referred to as the Internet page, and to call up the information stored there for the purposes of the sales and distribution of Trumpf Medical products authorized by Trumpf Medical or for the service of these products.
- (2) Trumpf Medical shall not be obliged to have ready or maintain the Internet page **<https://www.4trumpfmedical.com/info-system>**.

**§ 2**  
**Rules of usage**

- (1) The user shall commit himself/herself to inform Trumpf Medical in writing of the name, forename and position or job title of those of his/her employees who are to be given access rights before passing on the access code.
- (2) The further condition for passing on the access code to the user's employees shall be that these employees shall commit themselves in writing to the user and Trumpf Medical to observing the terms of this document.
- (3)
- (4) Should one of the user's employees leave the company, the user shall be obliged to inform Trumpf Medical for the attention of:

**Mrs. Katharina Waldner, Phone: ++49 89 80907-40282,**  
**E-mail: [marketing@trumpfmedical.com](mailto:marketing@trumpfmedical.com)**

within three working days of this occurrence so that the access code allocated to the user can be changed promptly.

(4) The user shall

- inform Trumpf Medical without delay of any program errors on the Internet page or contentual errors;
- not pass on the access code to third parties without the prior written permission of Trumpf Medical;
- follow all the technical program instructions specified by Trumpf Medical, and
- keep the access code allocated to him/her secret and prevent unauthorized access by third parties.

**§ 3**

**Exclusion of liability**

The Internet range of products and services from Trumpf Medical has been compiled and is updated with the greatest of care. However, no guarantee is given that the information is free from errors or complete. Any liability for losses or damages of any type arising directly or indirectly from the use of the online offer of the Internet page is excluded. The liability of Trumpf Medical shall also be excluded for Internet offers of other operators which visitors to the Internet page visit via embedded links. Their providers are exclusively liable for these external contents.

**§ 4**

**Data protection**

The provision of personal or company-related data by the user shall always take place on a voluntary basis. The recorded data shall be stored and processed exclusively for the consultation and assistance for the user within the framework his/her activity as a sales and/or service partner of Trumpf Medical, and for transmitting information in conjunction with this. All recorded data shall be handled with appropriate confidentiality according to the valid terms of the data protection laws.

**§ 5**

**Copyright and trademarks**

All texts, images, graphics, animations, videos, sounds and other contents of the Internet page and their arrangement are protected by copyright and other protection laws. The named contents may not be reproduced, amended or used in other electronic or printed publications without the prior agreement of Trumpf Medical. All trademarks are, unless otherwise stated, legally protected trademarks, in particular Trumpf Medical brands, logos, emblems and type plates. The patents and brands presented on the Internet page are the intellectual property of Trumpf Medical.

## **§ 6** **Secrecy**

- (1) The user shall commit himself/herself to handling confidentially all documents, design drawings, other documentation and commercial information of Trumpf Medical, which are for the internal use of Trumpf Medical and the sales and service partners of Trumpf Medical, and to use them only in conjunction with the sales and service of Trumpf Medical products authorized by Trumpf Medical, and only to pass this on to such persons who need this information for the purposes of the authorized sales or service of Trumpf Medical products. The user must ensure that these persons commit themselves to him/her to the same extent of confidentiality.
- (2) The obligation to confidentiality does not exist or lapses in as far as the information transferred to the user
  - is generally known or has become known;
  - had already become known to the user by other means;
  - has to be revealed by the user in the fulfilment of a legal obligation.
- (3) Sensitive information, especially Operating Manuals, Service Manuals, Competitor's information and documents marked as being "Confidential" under no circumstances, however, may such information be passed on to customers or third parties as printed matter or in electronic form or left lying around at the place of the meeting.

## **§ 7** **Case of violation**

For each case of violation of the user's commitments under clauses 2, 5 and 6 of this agreement the access code will be locked immediately. Trumpf Medical shall retain the right to verify and enforce further claims for damages.

## **§ 8** **Duration of the agreement, termination**

- (1) This agreement is concluded for an indefinite period of time. It may be terminated by either party by giving one month's notice to the end of the quarter.
- (2) The right to terminate exceptionally and without notice for an important reason remains unaffected. In particular, Trumpf Medical shall be entitled to terminate the agreement with immediate effect if the user contravenes the commitments undertaken by him/her in sections 2, 5 and 6.
- (3) The Terms of use shall terminate automatically with the termination of the underlying sales and/or service relationship between Trumpf Medical and the user.
- (4) Upon the termination, Trumpf Medical shall be entitled to block access to the Internet page with immediate effect.

- (5) The terms of sections 3 - 7 shall retain their validity even after the termination of the usage of this internet page.

**§ 9**  
**Miscellaneous**

- (1) Supplementary agreements and amendments to these terms of use must be made in writing in order to be legally effective.
- (2) Should any terms of this document or a term incorporated into it in future be or become wholly or partly invalid or unworkable, then this shall not affect the validity of the other terms. The same shall apply if it transpires that there is a loophole in the rules of the agreement. Instead of the invalid or unworkable terms or to close a loophole in the regulation, an appropriate regulation shall then apply which comes nearest to what the directors would have wanted if they had known of the invalidity, unworkability or loophole.

The same shall apply if the invalidity of a term affects a measurement of a stipulated performance or time in the agreement (period or deadline). In this case, that measurement of the performance or time (period or deadline) shall be considered to be agreed that is legally permissible and comes as near as possible to that which had been wanted.

- (3) Exclusive Place of jurisdiction for any dispute arising under, out of, in connection with or relating to this Agreement shall be Munich, Germany. Trumpf Medical shall also be entitled to file suit at the court competent for Partner's registered office. The law of the Federal Republic of Germany shall apply explicitly excluding the United Nations Convention on the International Sale of Goods (CISG).
- (4) German law shall be applied exclusively to this terms of use.